

from BANCAP Page 1 of 6  
REAFFIRMATION AGREEMENT  
UNITED STATES BANKRUPTCY COURT

MINNESOTA DISTRICT OF MN

LYNETTE, R SUNDQUIST

04-45132

Credit Acceptance Corporation  
25505 West 12 Mile Road  
Southfield, MI 480345

Chapter 7  
Chapter 7

Instructions: 1) Attach a copy of all court judgments, security agreements, and evidence of their perfection.  
2) File all the documents by mailing them or delivering them to the Clerk of the Bankruptcy Court

NOTICE TO DEBTOR:

This agreement gives up the protection of your bankruptcy discharge for this debt.

As a result of this agreement, the creditor may be able to take your property or wages if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later, by notifying the creditor that the agreement is canceled.

You are not required to enter into this agreement by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract (except another reaffirmation agreement made in accordance with Bankruptcy Code 524 (c)).

You are allowed to pay this debt without signing this agreement. If you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on the property.

If the creditor has a lien on your personal property, you may have a right to redeem the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court. If you cannot afford to redeem the property with one payment, the reaffirmation agreement allows you to pay for the merchandise in monthly installments as agreed upon by you and the creditor.

This agreement is not valid or binding unless it is filed with the clerk of the bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless 1) you have attended a reaffirmation hearing in the bankruptcy court, and 2) the agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate.)

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows:

THE DEBT

Total Amount of Debt When Case was Filed	\$5700.6
Total Amount of Debt Reaffirmed	\$5700.6
Above Total includes the following:	
Interest Accrued to Date of Agreement	\$ NA
Attorney Fees	\$ NA
Late Fees	\$ NA
Other Expenses of Costs Relating to the Collection of this Debt (Describe)	\$ NA
Annual Percentage Rate (APR)	12%
Amount of Monthly Payment	\$ 241.96
Date Payments Start	<del>10/11/2004</del> 11-11-04
Total Number of Payments to be made	27
Total of Payments if paid according to schedule	\$ 6533.05
Date Any Lien Is to Be Released if paid	
According to schedule	12/27/2006

THE DEBTOR AGREED THAT ANY AND ALL REMEDIES AND RIGHTS AVAILABLE CREDITOR UNDER THE SECURITY AGREEMENT, INCLUDING ANY RIGHT TO DEMAND THAT ALL FUTURE CONTOVERSIES BE RESOLVED THROUGH ANY APPLICABLE ARBITRATION CLAUSE IN THE SECURITY AGREEMENT, REMAIN AVAILABLE

All additional Terms Agreed to by the Parties (if any):

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Payments on this debt [were] ☒ [were not] ☐ in default on the date on which this bankruptcy case was filed  
 This agreement differs from the original agreement with the creditors as follows:  
 \$5700.60 @ 12% INTEREST, PAYMENT OF \$241.96 TO BEGIN 10/11/04  
 FOR 27 MONTHS

Description of Collateral: The Collateral is a Motor Vehicle or Truck.  
It is more specifically identified as follows:

Year: 2001  
Manufacturer: BUICK  
Model: CENTURY  
Vehicle Identification Number: 2G4WS52J911141304.  
Value \$5700.6. Basis or Source for Valuation: Balance as of the  
bankruptcy date

Current Location of Collateral:

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Use of Collateral: Personal use of Debtor

Expected Future Use of Collateral: Personal use of Debtor

Check Applicable Lines:  
— Any lien described herein is valid and perfected.  
— This agreement is part of a settlement of a dispute  
regarding the dischargeability of this debt under section 523 of the  
Bankruptcy Code (11 U.S.C.523) or any other dispute.  
The nature of dispute is

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DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCES

My Monthly Income (take home pay plus any other income received) is  
\$\_\_\_\_\_.

My current monthly expenses total \$\_\_\_\_\_, not including any payment  
due under this agreement or any debt to be discharged in this bankruptcy  
case.

I believe this agreement will not impose an undue hardship on me or my  
dependents.

DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because\_\_\_\_\_

I believe this agreement is in my best interest because \_\_\_\_\_

I [considered] [did not consider] redeeming the collateral under section  
722 of the Bankruptcy Code(11 U.S.C.722). I chose not to redeem  
because\_\_\_\_\_

I [was] [was not] represented by an attorney during negotiations on this  
agreement.

CERTIFICATION OF ATTACHMENTS

SIGNATURES

Gynette Sundquist  
(Signature of Debtor)

Credit Acceptance Corporation  
(Name of Creditor)

Date 10-15-04

(Signature of Joint Debtor)

V. Johnson  
(Signature of Creditor (Signature of  
Creditor Representative)

Date 10/31/04

CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

I hereby certify that 1) this agreement represents a fully informed and voluntary agreement by debtor(s); 2) this agreement does not impose a hardship on the debtor or any dependent of the debtor; and 3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

[Signature]  
(Signature of Debtor's Attorney, if any)

10/19/04  
Date

ORDER APPROVING REAFFIRMATION AGREEMENT

(Not required if page 4 contains signed Certification of Debtor's Attorney, or if the debt is a consumer debt secured by real property.)

GOOD CAUSE APPEARING, it is Ordered that the above Reaffirmation Agreement is approved.

Date: \_\_\_\_\_

\_\_\_\_\_  
United States Bankruptcy Judge

2257251

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

SUNDQUIST LYNETTE RAE  
302 JOYMAR DR  
ST CLOUD MN 56301

First Class  
U.S. Postage  
**PAID**  
Permit No. 171  
St. Paul, MN

FTP800

01 Year	BUIC Make	4DCCU Model	K0130S127 Title NR
2G4WS52J911141304 VIN		11/11/03 Security Date	NO Rebuilt

1ST SECURED PARTY

**LIEN HOLDER**

**RETAIN THIS DOCUMENT** - See reverse  
side of this form for removing this lien.

CREDIT ACCEPTANCE CORP  
25505 W 12 MILE RD #3000  
SOUTHFIELD MI 48034-8339

NAME: <u>JOE JOYMAR</u>		ADDRESS: <u>ST LUCAS</u>		CITY: <u>ST LUCAS</u>		STATE: <u>IN</u>		ZIP: <u>46301</u>	
NAME: <u>JOE JOYMAR</u>		ADDRESS: <u>ST LUCAS</u>		CITY: <u>ST LUCAS</u>		STATE: <u>IN</u>		ZIP: <u>46301</u>	
NAME: <u>JOE JOYMAR</u>		ADDRESS: <u>ST LUCAS</u>		CITY: <u>ST LUCAS</u>		STATE: <u>IN</u>		ZIP: <u>46301</u>	

All references to "You" and "Your" means each Buyer above, jointly and severally. The terms "Us", and "We" refer to Creditor-Seller and Creditor-Seller's assignee. You may buy the vehicle described below for cash or credit. The cash price is shown below as the "Cash Price". The credit price is shown below as "Total Sale Price". You have elected to purchase from Us on a Total Sale Price basis, upon the conditions set forth below and on the reverse side of this Retail Installment Contract ("Contract"), the below described property ("Vehicle"), delivery and acceptance of which in good condition and repair is hereby acknowledged by You. You promise to pay to Us all amounts due under this Contract.

Year of New or Used: <u>2001</u>	Make: <u>BUICK</u>	Model: <u>CENTURY</u>	Body Style: <u>4 DOOR SEDAN</u>	Vehicle Identification Number: <u>2G4WS52J911141304</u>	Odometer Reading: <u>84615</u>
COLOR: <u>BURGANDY</u>		EXTRA EQUIPMENT: (Describe)			

### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of
19.75 %	\$ 2542.02	\$ 7200.80	\$ 9742.82	\$ 1200.00 is \$ 10542.82

Payment Schedule: Your payment will be:

No. of Payments	Amount of Payments	When Payments Are Due
38	\$ 256.39	12/11/2003 and same date of each following month.

### Insurance

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless You sign and agree to pay the additional cost. The term of the insurance shall be the same as the term of Your contract.

Type	Premium	Signature
Credit Life	\$ N/A	Signature of Buyer Requesting Only Life Insurance _____ Age _____
Credit Disability	\$ 349.12	Signature of Buyer Requesting Only Life Insurance _____ Age _____ Signature of Buyer Requesting Life and Disability Insurance _____ Age 50

Security: You are giving a security interest in the Vehicle being purchased.

Late Charge: If a payment is more than 10 days late, You will be charged 5% of the payment or \$5, whichever is greater.

Prepayment: If you pay off early, You may be entitled to a refund of part of the Finance Charge.

Additional Information: See below and the other side of this Contract for any additional information about nonpayment, default and any required repayment in full before the scheduled date, and prepayment refunds and penalties.

### ITEMIZATION OF AMOUNT FINANCED

- Cash Price (including accessories and improvements to the Vehicle) ..... \$ 7495.00
- Sales Tax ..... \$ 487.18 (1)
- Down Payment Calculation: Cash Down Payment ..... \$ N/A (A)
- Trade-In Description: Gross Trade-In ..... \$ (B)
- Make: ..... \$ N/A (C)
- Model: ..... \$ N/A (D)
- Net Trade-In (if negative number, insert "0" in line 3(D) and itemize difference in 5(B) below) (B-C) \$ 1200.00
- Total Down Payment ..... (A + D) \$ 6782.18 (3)
- Unpaid Balance of Cash Price (1 + 2 less 3) ..... \$ (4)
- Other Charges Including Amounts Paid to Others on Your Behalf:
  - (NOTICE: A portion of these charges may be paid to or retained by Seller.)
  - A. Cost of Required Physical Damage Insurance Paid to Insurance Company ..... \$ N/A (A)
  - B. Cost of Optional Extended Warranty or Service Contract ..... \$ N/A (B)
  - C. Cost of Optional Credit Life Insurance Paid to Insurance Company ..... \$ 349.12 (C)
  - D. Cost of Optional Credit Disability, Accident and Health Insurance Paid to Insurance Company ..... \$ 7.00 (D)
  - E. Cost of Fees Paid to Public Officials for Perfecting, Releasing or Satisfying a Security Interest ..... \$ 12.50 (E)
  - F. Cost of Fees Paid to Public Officials for Certificate of Title, License and Registration ..... \$ (F)
  - G. Other Charges (Seller must identify who will receive payment and describe purpose) ..... \$ 50.00 (G)
  - (H) to ..... \$ 418.62 (H)
  - Total of Other Charges and Amounts Paid to Others on Your Behalf ..... \$ N/A (5)
  - Less Prepaid Finance Charge ..... \$ 7200.80 (6)
  - Amount Financed - Unpaid Balance (4 + 5 less 6) ..... \$ (7)

PROPERTY INSURANCE: You must insure the Vehicle securing this Contract. You may purchase or provide the insurance through anyone You choose who is reasonably acceptable to Us. The collision coverage deductible may not exceed \$500. If You get insurance from or through Us, You will pay \$ \_\_\_\_\_ of coverage. The premium is calculated as follows:

<input type="checkbox"/> \$ N/A Deductible, Collision Coverage	\$ N/A
<input type="checkbox"/> \$ N/A Deductible, Comprehensive Coverage	\$ N/A
<input type="checkbox"/> Fire-Theft and Combined Additional Coverage	\$ N/A
<input type="checkbox"/>	\$

THE INSURANCE CONTRACTED FOR IN CONNECTION WITH THIS SECURITY AGREEMENT DOES NOT PROVIDE FOR LIABILITY INSURANCE FOR BODILY INJURY AND PROPERTY DAMAGES CAUSED TO OTHERS OR COMPLY WITH ANY STATE LIABILITY LAWS.

OPTIONAL EXTENDED WARRANTY OR SERVICE CONTRACT: Although You are not required to purchase an optional extended warranty or service contract as a condition of purchasing this Vehicle on credit, by initialing below You are indicating that You voluntarily elect to buy an optional extended warranty or service contract covering the repair of certain major mechanical breakdowns of the Vehicle and related expenses. Refer to the optional warranty or service contract for details about coverage and duration. /A

Optional Extended Warranty or Service Contract Price \$ \_\_\_\_\_ Your Initials \_\_\_\_\_ Term: \_\_\_\_\_ Company \_\_\_\_\_

ARBITRATION NOTICE: PLEASE SEE THE REVERSE SIDE OF THIS CONTRACT FOR INFORMATION REGARDING THE ARBITRATION CLAUSE CONTAINED IN THIS CONTRACT.

ADDITIONAL TERMS AND CONDITIONS: THE ADDITIONAL TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

NOTICE TO THE BUYER: 1. Do not sign this Contract before You read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Contract You sign.

You agree to the terms of this Contract and acknowledge that You have received a copy of this Contract with all blanks filled in and that You have read it and understand it.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Buyer's Signature: [Signature] Buyer's Signature: [Signature]

Seller: [Signature] Title: [Signature]

This Contract is signed by the Seller and Buyer(s) hereto this 11th day of NOV 2003

NOTICE OF ASSIGNMENT: This Contract to Credit Acceptance Corporation in accordance with the terms and conditions set forth on reverse side of this Contract. This assignment is without recourse. You must make all future payments to: CREDIT ACCEPTANCE CORPORATION, 25505 WEST TWELVE MILE ROAD, SUITE 3000, SOUTHFIELD, MICHIGAN 48034-8339, 1-(800)-634-1506.

Seller: [Signature] By: [Signature] Title: [Signature]